

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 44
2. Contract No.		3. Solicitation No. DAAA09-03-R-0199		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004APR19	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSF5-CCA-LB ROCK ISLAND, IL 61299-6000 BLDG 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:00pm (hour) local time 2004MAY19 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JOE WEST E-mail address: WESTJ@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3436
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0199 MOD/AMD	Page 2 of 44
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 LOCAL	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2 ***	AMC	AMC-LEVEL PROTEST PROGRAM	DEC/2000
		(End of clause)	

(AM7010)

A-3		*** THIS REFERENCE (AS7000) IS NO LONGER VALID ***	
A-4		*** THIS REFERENCE (AS7010) IS NO LONGER VALID ***	
A-5	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (***).
3. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

- (End of clause)
- (AS7001)
1. This procurement is restricted to 8(a) firms only.
 2. This solicitation is for the M918 Projectile Assembly, NSN: 1310-01-313-0336.
 3. Total quantity of this solicitation is 5,076,005 each.
 4. NOTE: The M550 Escapement Assembly NSN: 1390-01-245-8888, and the M55 Stab Detonator, NSN: 1376-00-277-2413 will not be provided as Government Furnished Material.
 5. It shall be the responsibility of the successful offeror to produce or procure the M550 Escapement Assembly NSN: 1390-01-245-8888, and the M55 Stab Detonator NSN: 1376-00-277-2413, for assembly of the M918 Projectile Assembly.
 6. The solicitation requests prices with and without first article testing on an F.O.B. Destination basis.
 7. A 100% evaluated option clause is included in Section I of this solicitation.
 8. The Government will make split awards under the current solicitation based on a 60/20/20 percent split of the requirement.
 9. The total quantity for CLIN 0001 is 3,045,603 each.
 10. The total quantity for CLIN 0003 is 1,015,201 each.

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAA09-03-R-0199 MOD/AMD</p>	<p>Page 3 of 44</p>
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Name of Offeror or Contractor:

11. The total quantity for CLIN 0005 is 1,015,201 each.
12. Offerors may respond to CLIN 0001, CLIN 0003 and CLIN 0005, however only one line item will be awarded per successfull offer.
13. Offers should be priced on proposal lines, With and Without First Article, for Line Items 0001, Line Item 0003 and Line Item 0005. (Note: Disregard the pricing line directly across from the Line Items).
14. The lowest price technically acceptable source selection process will be used to evaluate this procurement. The Government will make three awards from this solicitation to offerors meeting or exceeding all technical acceptability standards for non-cost factors. The proposed prices for all quantities will be evaluated to determine the lowest overall price to the Government for making three awards to three separate offerors. No offeror will receive more than one CLIN quantity. (See Section L and Section M).
15. Offerors shall submit their responses in two separate, sealed envelopes. Each envelope shall be marked in a clear and precise manner as to the contents of the envelope, i.e. "Technical" or "Price".
16. A Security Preaward Survey is required.

*** END OF NARRATIVE A 001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	60 PERCENT OF AWARD NSN: 1310-01-313-0336 NOUN: M918 PROJECTILE ASSEMBLY FSCM: 19200 PART NR: 9399374 SECURITY CLASS: Unclassified Pricing Lines for 60% Award With First Article Pricing Lines for 60% Award Without First Article (End of narrative F001)	3045603	EA	\$ _____	\$ _____
0001AA	DATA ITEM NOUN: FIRST ARTICLE TEST REPORT Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL_CD MILSTRIP ADDR__ SIG_CD MARK FOR TP_CD 001 3 DEL REL_CD QUANTITY DAYS AFTER AWARD 001 1 0180 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Z55555) SEE SECTION E	3045603	EA	\$ _____	\$ _____
0001AB	PRODUCTION QTY WITH FIRST ARTICLE NOUN: 40MM PROJ BODY M918 PRON: 4A4B0035M2 PRON AMD: 03 AMS CD: 41303222008				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<div><div>Packaging and Marking</div><div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52PlJ33644001 W90Y62 M 3 PROJ CD BRK BLK PT HMK DEL REL CD QUANTITY DAYS AFTER AWARD 001 461,440 0240 002 461,440 0270 003 461,440 0300 004 461,440 0330 005 461,440 0360 006 461,440 0390 007 276,963 0420 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</div></div>				
	<div><div>PRODUCTION QTY W/O FIRST ARTICLE</div><div>NOUN: 40MM PROJ BODY M918 PRON: 4A4B0035M2 PRON AMD: 03 AMS CD: 41303222008</div><div>Packaging and Marking</div><div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52PlJ33644001 W90Y62 M 3 PROJ CD BRK BLK PT HMK</div></div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				
	001 461,440 0180				
	002 461,440 0210				
	003 461,440 0240				
	004 461,440 0270				
	005 461,440 0300				
	006 461,440 0330				
	007 276,963 0360				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176				
0002	<u>DD FORM 1423</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative F001)			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
0003	<u>20% OF AWARD</u> NSN: 1310-01-313-0336 NOUN: M918 PROJECTILE ASSEMBLY FSCM: 19200 PART NR: 9399374 SECURITY CLASS: Unclassified	1015201	EA	\$ <u> </u>	\$ <u> </u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Pricing Lines for 20% Award With First Article	1015201	EA	\$ _____	\$ _____
	Pricing Lines for 20% Award Without First Article	1015201	EA	\$ _____	\$ _____
	(End of narrative F001)				
	DATA ITEM				
	NOUN: FIRST ARTICLE TEST REPORT				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
0003AB	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 1 0180				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS				
	(Z55555) SEE SECTION E				
	PRODUCTION QTY WITH FIRST ARTICLE				
	NOUN: 40MM PROJ BODY M918 CDM				
	PRON: 4A4B1035M2 PRON AMD: 03				
AMS CD: 41303222008					
0003AB	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52P1J33644002 W90Y62 M 3				
	PROJ CD BRK BLK PT				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0003AC	HMK																						
	<table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>230,720</td><td>0240</td></tr><tr><td>002</td><td>230,720</td><td>0270</td></tr><tr><td>003</td><td>230,720</td><td>0300</td></tr><tr><td>004</td><td>230,720</td><td>0330</td></tr><tr><td>005</td><td>92,321</td><td>0360</td></tr></table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	230,720	0240	002	230,720	0270	003	230,720	0300	004	230,720	0330	005	92,321	0360				
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0199 MOD/AMD	Page 9 of 44
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>MILAN TN 38358-3176</p> <p><u>DD FORM 1423</u></p> <p>NOUN: DD FORM 1423 SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative F001)</p>			\$ ** NSP **	\$ ** NSP **
0005	<p><u>20% OF AWARD</u></p> <p>NSN: 1310-01-313-0336 NOUN: M918 PROJECTILE ASSEMBLY FSCM: 19200 PART NR: 9399374 SECURITY CLASS: Unclassified</p> <p>Pricing Lines for 20% Award With First Article</p> <p>Pricing Lines for 20% Award Without First Article</p> <p>(End of narrative F001)</p>	1015201	EA	\$	\$
0005AA	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p>NOUN: FIRST ARTILE TEST REPORT</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>				

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0005AC	<p><u>PRODUCTION QTY WITHOUT FIRST ARTICLE</u></p> <p>NOUN: 40MM PROJ BODY M918 CDM PRON: 4A4B2035M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ40834080 W90Y62 M 3 <u>PROJ CD BRK BLK PT</u> HMK</p> <table><tr><th><u>DEL REL CD</u></th><th><u>QUANTITY</u></th><th><u>DAYS AFTER AWARD</u></th></tr><tr><td>001</td><td>230,720</td><td>0180</td></tr><tr><td>002</td><td>230,720</td><td>0210</td></tr><tr><td>003</td><td>230,720</td><td>0240</td></tr><tr><td>004</td><td>230,720</td><td>0270</td></tr><tr><td>005</td><td>92,321</td><td>0300</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	230,720	0180	002	230,720	0210	003	230,720	0240	004	230,720	0270	005	92,321	0300				
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0006	<p><u>DD FORM 1423</u></p> <p>NOUN: DD FORM 1423 SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data</p>			\$ ** NSP **	\$ ** NSP **																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative F001)				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0199 MOD/AMD	Page 13 of 44
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1		*** THIS REFERENCE (CS0100) IS NO LONGER VALID ***	
C-2		*** THIS REFERENCE (CS0200) IS NO LONGER VALID ***	
C-3	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9399374 with revisions in effect as of 07/23/03 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

All Product drawings & Associated documents without Distribution add: Distribution Statement X.

Wherever finish 20.1 of MIL-STD-171 is cited, use MIL-E-52891 instead of TT-E-516.

9287856: Delete "Specification Control Drawing"
Substitute "Source Control Drawing"

PL 9399390: Delete: "9399395"
Substitute: "9399408"

8886355: Delete "See Separate Parts List 8886355"

MIL-T-70755: Paras 4.3.1 & 4.5.3, change "9399395" to "9399408".

MIL-F-50869: Para 4.3.1, change "9276568" to "1299563"
change "9276673" to "12999562"

Delete:	Substitute:
MIL-STD-105	MIL-STD-1916
MIL-STD-105 AQLs	MIL-STD-1916 VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics

The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- All AIE designs specified for critical Characteristics/Defects
- Other - Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause FAR 52.246-4531 (E-10) specified elsewhere in Section E of this contract.

TDPL:

Remove following documents from Product List and place in the Inspection List:

8866712 8886327 PL 8886327

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 44
	PIIN/SIIN	MOD/AMD	

DAAA09-03-R-0199

Name of Offeror or Contractor:

8886329 8886332 9206911
9399372

Document:	Delete:	Substitute:	Add:
9266693	- -	- -	DX Prefix code
9276672	- -	- -	rev D
9287856	REF (in NOTE column)	- -	- -
129664401	- -	- -	rev A
8864598	- -	- -	rev F
8864599	- -	- -	rev J
PL 8864599	- -	- -	rev A
8864600	- -	- -	rev F
8864601	- -	- -	rev G
8864602	- -	- -	rev F
8864603	- -	- -	rev N
8864604	- -	- -	rev J
8883760	- -	- -	rev J
8886350	- -	- -	rev K
8886355	- -	- -	rev H
8886356	- -	- -	rev T
9266692	- -	- -	rev D
PL 9266692	- -	- -	rev A
9399396	rev F	rev G	- -
12902879	Orig	- -	- -
12991032	- -	- -	Orig rev
12597686	- -	- -	rev A
9287615	- -	- -	rev D (Ref)
MIL-T-70755	- -	- -	Orig w/Amd 1
R3K3015	- -	- -	NORs f/MIL-B-2427 MIL-B-46506
HCSDS 4	- -	- -	rev G
HCSDS 15	- -	- -	rev F
HCSDS 53	- -	- -	rev E
HCSDS 67	- -	- -	rev E
HCSDS 89	- -	- -	rev C
HCSDS 2155	- - - -	- - - -	rev E (Ref)
HCSDS 30	- -	- -	rev E
HCSDS 31	- -	- -	rev D
HCSDS 37	- -	- -	rev D
HCSDS 38	- -	- -	rev D
HCSDS 401	- -	- -	rev F
HCSDS 424	- -	- -	rev F
HCSDS 807	- -	- -	rev D
HCSDS 855	- -	- -	rev M

MYLARS REQUIRED: No

(CS6100)

C-4 52.247-4503 STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS MAR/2004
LOCAL

Supplies procured under this contract are identified as CATAGORY 4, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 12624588 revision E, dated 17 JAN 2002.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 12624588, Revision E, dated 17 JAN 2002. 2-D bar code markings are required in accordance with MIL-STD-129, Rev P, dated 15 Dec 2002.

EXCEPTION: The following shall apply to drawing 12624588, Revision E, dated 17 JAN 2002.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING, MARKING AND REPORTING:
Shall be in accordance as Marking Instruction M8 and M9 on drawing 12624588.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 12624588. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Because this item will never be shipped OCUNUS, the heat treat requirement for all non-manufactured wood used in palletization does not apply to this procurement.

(End of clause)

(DS6303)

D-2	52.247-4521 LOCAL	UNITIZATION/PALLETIZATION	MAR/1988
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(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

(DS7203)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3		*** THIS REFERENCE (ES0650) IS NO LONGER VALID ***	
E-4		*** THIS REFERENCE (EF6001) IS NO LONGER VALID ***	

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

- (b) The Contractor shall comply with:
- () ISO 9002
 - (x) ISO 9001-2000; only design/development exclusions permitted
 - () ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-5	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	LOCAL		
	FIRST ARTICLE TEST (CONTRACTOR TESTING)		
	52.209-4512 OSC	(MAY 1994)	

- a. The first article shall consist of:
- Those samples and quantities cited in item specification MIL-C-48683, with revisions cited in TDP 9399374, dated 7/23/03
- which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.
- b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

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c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to DCMC, ARDEC, JMC-QA, PCO.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-6	52.245-4540	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	JAN/1995
	LOCAL		
GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT			
52.245-4540 OSC	(JAN 1995)		

The Government will furnish the following test equipment to support First Article, Reliability, and/or Acceptance Tests. The Contractor will submit a written request for this property to the Contracting Officer no later than thirty (30) days prior to the desired delivery date.

(a)	Item	National		Cost	Unit of
	Nomenclature	Stock Number	Quantity	Each	Issue
	MK-19 Machine Gun	1010-01-126-9063	2	N/A	EACH

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(b) Estimated Weight: N/A pounds.

(c) Cube: N/A cu. ft.

(End of Clause)

(ES6115)
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E-7	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
	LOCAL		

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor shall request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0199 MOD/AMD</p>	<p style="text-align: center;">Page 20 of 44</p>
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h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

E-8 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
LOCAL

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

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b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-9	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	LOCAL		

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-10	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	LOCAL		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

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c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-11 52.246-4550 CRITICAL CHARACTERISTICS FEB/2004
LOCAL

a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

b. The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

d. Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

e. Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors,:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.

f. In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.
- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.)(DI-SAFT-80970A).

(4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.

(5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.

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(6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.

g. The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:

- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

h. If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

i. The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

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Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.247-4531 LOCAL	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

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Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
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TOTAL

(End of Clause)

(HA7502)

H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
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(End of clause)

(HA7503)

H-3	52.247-4545 OSC	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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Name of Offeror or Contractor:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-16	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-17	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-18	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-19	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-25	52.232-1	PAYMENTS	APR/1984
I-26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-27	52.232-11	EXTRAS	APR/1984
I-28	52.232-16	PROGRESS PAYMENTS	APR/2003
I-29	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-25	PROMPT PAYMENT	OCT/2003
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-35	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-38	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-39	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-40	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-41	52.248-1	VALUE ENGINEERING	FEB/2000
I-42	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-44	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-45		*** THIS REFERENCE (IA0654) IS NO LONGER VALID ***	
I-46		*** THIS REFERENCE (IA0736) IS NO LONGER VALID ***	
I-47		*** THIS REFERENCE (IA0770) IS NO LONGER VALID ***	
I-48		*** THIS REFERENCE (IA0771) IS NO LONGER VALID ***	
I-49	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-50	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-51	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003

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I-52	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-53	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-54	252.219-7011 DFARS	NOTIFICATION TO DELAY PERFORMANCE	JUN/1998
I-55	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-56	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-57	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-58	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-59	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-60	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-61	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-62	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-63	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-64	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-65	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-66	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001, 0003 AND 0005 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001, 0002 AND 0003 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding shipment of the last two quantities by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Destination)	
	\$ _____ CLIN 0001
	\$ _____ CLIN 0003
	\$ _____ CLIN 0005

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for

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the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-67 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS JUN/1999

(d)(2) The (To be Determined) [insert name of SBA's contractor] will notify the HQ, Joint Munitions Command Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

(IF6091)

I-68 52.243-7 NOTIFICATION OF CHANGES JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with -1- (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-69 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of

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the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-70	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
	DFARS		

***(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
MK-19 Machine Gun (2 EA)	1010-01-126-9063	CAT II ARMS

(End of clause)

(IA6200)

I-71	52.209-3	FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I (JAN 97)	SEP/1989
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(End of Clause)

(IF7019)

I-72	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-73	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	MAR/1999
	DFARS		

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmil.com/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

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Name of Offeror or Contractor:

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
 - (2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.
- (End of clause)

(IA7015)

I-74	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL'S)		005	
Attachment 001	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 002	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 003	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 004	DOCUMENT SUMMARY LIST		003	
Attachment 005	LIST OF ADDRESSES FOR DD FORM 1423		001	
Attachment 006	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 007	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 008	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 009	SECURITY STATEMENT OF WORK (SOW) - PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLSOIVES (A&E)		003	
Attachment 010	STATEMENT OF WORK - AMMUNITION DATA CARDS		004	
Attachment 011	STATEMENT OF WORK - STATISTICAL PROCESS CONTROL		004	
Attachment 012	AFSC FORM - HAZARDOUS WARNING LABEL		1PG	
Attachment 013	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM			
Attachment 014	DISCLOSURE OF LOBBYING ACTIVITIES			

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332993 (insert SIC code).			
(2) The small business size standard is 1,500(insert size standard).			

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6003)

K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____

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Name of Offeror or Contractor:

_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-5 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

***"

(d) Taxpayer Identification Number (TIN).

() TIN:

() TIN has been applied for.

() TIN is not required because

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

() Sole proprietorship

() Partnership

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government

() International organization per 26 CFR 1.6049-4;

() Other

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

 Name:

 TIN:

(End of Provision)

(KF7043)

K-6 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

<p><u>ITEM</u></p>	<p><u>QUANTITY</u></p>	<p><u>PRICE</u> <u>QUOTATION</u></p>	<p><u>TOTAL</u></p>
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Name of Offeror or Contractor:

(End of provision)

(KF7003)

K-7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()
presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),
within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for:
commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of
offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false
statements, tax evasion, or receiving stolen property; and

(C)Are ()
are not ()
presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the
offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(a)(1)(ii) The Offeror has ()
has not (),
within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-8 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not
intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as
indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces
the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
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(End of provision)

(KF7035)

K-9 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES MAY/1999
UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM

[Complete only if the Offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size

Name of Offeror or Contractor:

standards of this solicitation.]

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts).

(Check one of the following.)

Number of Employees	Average Annual	
_____ 50 or fewer	_____ \$1 million or less	_____
_____ 51 - 100	_____ \$1,000,001 - \$2 million	
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million	
_____ 251 - 500	_____ \$3,500,001 - \$5 million	
_____ 501 - 750	_____ \$5,000,001 - \$10 million	
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million	
_____ over 1,000	_____ over \$17 million	

(End of provision)

(KF7050)

K-10	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-11	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

- () has developed and has on file,
- () has not developed and does not have on file,
- at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) it
- () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-12	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
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DFARS

- (b) Representation.

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Name of Offeror or Contractor:

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of three firm-fixed price contracts resulting from this solicitation.

(End of Provision)
(LF6008)

L-6	52.211-4510 AMC	PARTNERING	AUG/2001
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***The principal government representative for this effort will be Mr. Gene L. Harrison, Contracting Officer.

(End of Provision)

(LM6100)

L-7	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-8	9.306(C)	WAIVER OF FIRST ARTICLE APPROVAL	SEP/1995
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In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

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Name of Offeror or Contractor:		

DATES _____

(End of Provision)

(LF7009)

L-9 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/or> the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-10 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS MAR/2004
Should you elect to hand-deliver your bid, quote, or proposal, you must first obtain a security badge/registration. Normally you obtain(ed) this security pass at the Visitor Control Center (Building 23) whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is/was accessible via the Moline entrance gate only. Beginning on April 5, 2004, major reconfiguration of the Arsenal entrance at the Moline side of the island will commence, reducing access. The Visitor Center, currently in Building 23, will move on that date (05 April 2004) into temporary accommodations on the north side of the Clock Tower building in the Clock Tower parking lot. You now can ONLY access this Visitor Control Center from the Davenport gate. Their hours will remain the same, that is, from 6:00 a.m. until 2:30 p.m. CT. You must inform the Visitor Control Center attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Visitor Control Center attendant should call local number 782-6895 to reach an alternate POC. If you use a delivery service, it is your responsibility to ensure that you provide these instructions to that service.

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Moline entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

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L-11 15.503 LOCAL DISCLOSURE OF UNIT PRICES FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)
SUBMITTAL FOR EVALUATION FACTORS AND SUBFACTORS

Technical information must be submitted on a 8 1/2 X 11 inch standard paper stock, with one inch margins, in font Courier New 12 pitch, ten page limitation. Offerors not submitting the information in the proper format may be considered non-compliant and deemed not eligible for award. The offeror must provide information in sufficient detail to allow the Government to make a Technical assessment. (NOTE: Pricing information must not be included in the Technical portion. Prices must be submitted on the appropriate lines as shown in Schedule B of the solicitation). Also, any photographs, permits, licenses or drawings submitted will not be part of the ten (10) page limitation.

a. Technical Plan: The Offeror shall describe the equipment, facilities, capabilities and production processes necessary to produce acceptable M918 Projectile Assemblies.

(1) Describe manual and/or automated production equipment, currently available or planned to be used to produce M918 Projectile Assemblies, which meet contract quality, quantity and schedule requirements. These descriptions shall include, drawings, sketches, or pictures of equipment currently being used, or planned to be used, to produce the M918 Projectile Assemblies. These descriptions shall identify, as a minimum, the production rate and capability of the equipment to produce and maintain the tolerance required in the Technical Data Package.

(2) Provide evidence of the Offeror's possession of, or plan to obtain, any local, state or federal permits, approvals or clearances required to handle and store ammunition and energetic materials. This evidence shall include, as a minimum, copies of permits, approvals or clearances and/or description of the procedures and time schedules required to obtain the permits, approvals or clearances in order to meet contract quantity and schedule requirements.

(3) Provide evidence of the Offeror's access, or plan for access and use of test facilities to perform materials, environmental and/or ballistic testing required by the Technical Data Package. The evidence shall describe the Offeror's plan to store and maintain test equipment and weapons, shall include copies of permits and/or correspondence documenting the planning to obtain timely access to test facilities, shall include the plans to store and maintain equipment and weapons and include descriptions of the existing or planned test facilities physical layout.

(4) Provide evidence of the Offeror's capability to control product physical characteristics (example: dimensions, material properties, color, finish, etc,) and process parameters (example: machine speeds, feeds, pressure, position, time) in order to consistently meet or exceed contract requirements. This evidence shall include, as a minimum, results of process capability studies and/or prove-outs conducted on production equipment used to produce the M918 Projectile Assemblies, or other items produced with the same types of characteristics and processes required on the M918 Projectile Assemblies. These study results must include as a minimum, Process Capability (Cp), Process Capability Index (Cpk), statistical quality control metrics, cycling of Master samples (known defectives).

(5) Describe manual and/or automated acceptance inspection equipment (AIE/AAIE), currently used or planned, that will assure that all contract quality requirements are met. These descriptions shall include, as a minimum, prodedures for preventing and controlling/handling critical (safety) defects, drawings, sketches, or pictures of equipment currently used, or planned, to produce the M918 Projectile Assemblies. These descriptions shalll identify, as a minimum, the inspection rate, equipment effectiveness metrics (example: the expected escape rate of defectives from the equipment), the capability of the equipment to perform inspections in accordance with Technical Data Package requirements and to assure that the M918 Projectile Assemblies meet or exceed contract quantity and schedule requirements.

b. Price:

(1) All prices for this acquisition shall be stated in current U.S. dollars. This shall also include escalation, as appropriate.

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(2) The offeror shall insert his unit prices in the spaces provided in Sections B and I for the basic and option quantities, respectively. The offeror is reminded that if unit prices aren't entered in Section I for the option pricing, the lowest price offered in Section B for each CLIN shall be the price evaluated/awarded for any option quantities.

(3) The offeror may provide unit prices for one CLIN in Section B or the offeror may provide unit prices for all CLINs contained in Section B. However, no one offeror will receive award of all CLINs.

(4) Cost and pricing data isn't required to be submitted with the proposal. However, the Government reserves the right to require cost and pricing data or information other than cost and pricing data for any or all of the CLINs in the event such data is necessary to establish a fair and reasonable price. The Government reserves the right to conduct negotiations on the offered prices for any CLIN.

*** END OF NARRATIVE L 001 ***

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	Regulatory Cite	Title	Date
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award: The lowest price technically acceptable source selection process will be used to evaluate this procurement. The awards will be made on the basis of the lowest evaluated price of the proposals meeting or exceeding the acceptability standards for non-cost factors.

(a) To be considered technically acceptable, the Offeror's proposal must include all of the information required in Section L. The proposal will be evaluated to determine the adequacy of the information to demonstrate that the Offeror possesses the experience and planning for production of M918 Projectile Assemblies.

(b) To be considered technically unacceptable, the Offeror has not submitted sufficient evidence that demonstrates him to be technically acceptable.

(End of Provision)

(MF6012)

M-3	9.306(C)	FIRST ARTICLE APPROVAL	SEP/1995
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a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

1. Technical Plan.

a. To be considered Acceptable: Offeror demonstrates understanding of the technical data package and production process necessary to produce acceptable M918 Projectile Assemblies in accordance with quantity and schedule requirements in the solicitation. There must be little doubt that the offeror will have capability to use high volume production machinery, will be able to handle and store ammunition and propellants, will have necessary test facilities, equipment, weapons storage and maintenance. The offeror has identified and demonstrated understanding of the product characteristics and process parameters which must be controlled in order to consistently meet or exceed M918 Projectile Assembly performance requirements. There is little doubt the offeror has identified, understands and is capable of using appropriate process controls to prevent manufacture of defects (especially critical, safety defects). There is little doubt the offeror will have necessary capital equipment, facilities or tooling needed to produce acceptable M918 Projectile Assemblies in accordance with requirements in the solicitation. There is little doubt the offeror is capable of using appropriate automated acceptance inspection

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equipment, including calibration procedures, in the M918 Projectile Assembly production process. To be acceptable, offers must meet or exceed the technical acceptability standards for all technical areas.

b. To be determined Unacceptable: Offeror has not submitted sufficient evidence that demonstrates him to be technically acceptable.

2. Price:

a. Price analysis shall be used to determine price reasonableness, and whether the proposal reflects an understanding of the effort required. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not limited to) other Government agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), i.e. Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

b. The total evaluated unit prices will be based on the offerors unit prices as inserted into Sections B and I and evaluation factors as described elsewhere in this solicitation. The offeror is reminded that if unit prices aren't entered in Section I for the option pricing, the lowest price offered in Section B for each CLIN shall be the price evaluated/awarded for any option quantities.

c. The evaluated unit prices will then be multiplied by the CLIN quantities to determine the total evaluated prices for each CLIN. The total evaluated prices will also include the evaluated option prices.

d. Cost and pricing data is not required to be submitted with the proposal. However, the Government reserves the right to require cost and pricing data or information other than cost or pricing data for any or all of the CLINs in the event such data is necessary to establish a fair and reasonable price.

e. The Government reserves the right to conduct negotiations of the offered prices for any CLIN.

3. The Government will make three awards from this solicitation to offerors meeting or exceeding the technical acceptability standards for all non-cost factors. The proposed prices for all quantities will be evaluated to determine the lowest overall price to the Government for making three awards to three separate offerors. No offeror will receive more than one CLIN quantity.

*** END OF NARRATIVE M 001 ***